

**City and County of San Francisco
Airport Commission
P.O. Box 8097
San Francisco, California 94128**

Modification No. 5

**Contract No. 10071.41
Project Management Support Services for
The Terminal 3 West Modernization Project**

THIS MODIFICATION (this "Modification") is made as of August 1, 2018, in San Francisco, California, by and between **WCME JV** ("Contractor"), and the City and County of San Francisco, a municipal corporation ("City"), acting by and through its Airport Commission, hereinafter referred to as "**Commission.**"

RECITALS

- A. City and Contractor have entered into the Agreement (as defined below); and
- B. On February 16, 2016, by Resolution No. 16-0053, the Commission awarded this Agreement to the Contractor for an amount not-to-exceed \$8,100,000 for the first year of services; and
- C. On March 21, 2017, by Resolution No. 17-0064, the Commission approved Modification No. 1 to extend the term of the contract by one year and make other administrative changes; and
- D. On October 1, 2017, the City and Contractor administratively modified Modification No. 2 to the Agreement to update the contractor's labor rates; and
- E. On March 6, 2018, by Resolution No. 18-0053, the Commission approved Modification No. 3 to the Contractor to increase the contract amount, extend the term of the agreement, and to update the contractor's labor rates; and
- F. On March 6, 2018, by Resolution No. 18-0053, the Commission approved the Modification No. 4 to the Contractor to increase the contract amount and to extend the term of the agreement; and
- G. On July 31, 2018, by Resolution No. 284-18, the Board of Supervisors approved the Agreement under San Francisco Charter Section 9.118; and
- H. City and Contractor desire to administratively modify the Agreement on the terms and conditions set forth herein to replace a subconsultant; and
- I. Approval for this Agreement was obtained when the Civil Service Commission approved PSC No. 40697-14/15 on June 27, 2016; and

NOW, THEREFORE, Contractor and the City agree as follows:

- 1. Definitions.** The following definitions shall apply to this Modification:

1.1. Agreement. The term "Agreement" shall mean the Agreement dated **February 16, 2016** between Contractor and City, as amended by the:

Modification No. 1, dated **March 21, 2017**, and
Modification No. 2, dated **October 1, 2017**, and
Modification No. 3, dated **March 6, 2018**, and
Modification No. 4, dated **March 6, 2018**.

1.2. Other Terms. Terms used and not defined in this Modification shall have the meanings assigned to such terms in the Agreement.

2. **Section 4.3, Subcontracting,** is hereby deleted in its entirety and replaced with the following:

4.3 Subcontracting.

4.3.1 Contractor may subcontract portions of the Services only upon prior written approval of City. Contractor is responsible for its subcontractors throughout the course of the work required to perform the Services. All Subcontracts must incorporate the terms of Article 10 "Additional Requirements Incorporated by Reference" of this Agreement, unless inapplicable. Neither Party shall, on the basis of this Agreement, contract on behalf of, or in the name of, the other Party. Any agreement made in violation of this provision shall be null and void.

4.3.2 City's execution of this Agreement constitutes its approval of the subcontractors listed in Appendix B, Calculation of Charges.

3. **Appendix B, Calculation of Charges,** is hereby amended as follows:

a. **Section 3.2 Overhead Rates** is hereby amended to replace Urban Fabrick, Inc. with Stok, LLC as follows:

Firm Name	Home Office Overhead Rate	Field Office Overhead Rate
Urban Fabrick, Inc.	140.00%	140.00%
Stok, LLC	137.75%	121.64%


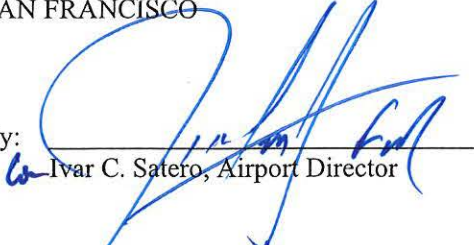



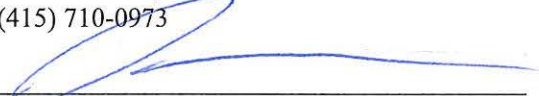
b. **Section 3.5 Billing Rates** is hereby amended to include a new classification as follows:

CLASSIFICATION	BILLING RATE	
	Home Office	Field Office
PMSS Sustainability Program Manager	\$163.45	\$152.38

4. **Effective Date.** Each of the changes set forth in this Modification shall be effective on and after the date of this Modification.

5. **Legal Effect.** Except as expressly changed by this Modification, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, Contractor and City have executed this Modification as of the date first referenced above.

CITY	CONTRACTOR
AIRPORT COMMISSION CITY AND COUNTY OF SAN FRANCISCO	 Authorized Signature
By:  Ivar C. Satero, Airport Director	Clifford S. M. Wong President PGH Wong Engineering, Inc. 182 2 nd Street, Suite 500 San Francisco, California 94105 (415) 566-0800 
Approved as to Form:	Authorized Signature
Dennis J. Herrera City Attorney	Ismael G. Puga Cooper Puga Management, Inc. President 65 McCoppin Street San Francisco, California 94103 (415) 218-2912 
By:  Randy Parent Deputy City Attorney	Authorized Signature
	Brendan P. McDevitt MCK Americas, Inc. President 806 Jamestown Avenue San Francisco, California 94124 (415) 710-0973 
	Authorized Signature <i>PATRICK COLLINI FOR</i> Andrew Petreas Environmental & Construction Solutions, Inc. President 290 Division Street, Suite #307 San Francisco, California 94103 (415) 934-8790 City Vendor Number: 98846 City Supplier Number: 0000008437 Federal Employer ID Number: 810714202